

TERMS AND CONDITIONS

ELIGIBILITY AND ACCEPTANCE OF TERMS

This page outlines the Terms of Use forming the agreement (the "Agreement") under which you may use (the "Site"). Please read this page carefully. If you do not accept these Terms of Use, do not use the Site and service. By using the Site, you are indicating that you are 18 years of age or older, that you have the full power and right to enter into this Agreement, and that you agree with and will abide by the terms of this Agreement.

The Site is operated by Frindr Ltd ('FRINDR'). FRINDR is registered in England and Wales under company number 07731874 and has its registered office at Frindr Ltd, 50 Long Acre, Covent Garden, London WC2E 9JR UK.

Frindr Ltd is a subsidiary of Cupid plc, and FRINDR operates this website on behalf of the site owner Cupid plc and each activity described in the present terms of use to be performed by FRINDR shall be deemed performed on behalf of Cupid plc.

Cupid plc (registered in Scotland having company number SC368538) has its registered office at Cupid plc, 7 Castle Street, Edinburgh, EH2 3AH, United Kingdom.

FRINDR (the "Company" or "we" or "us") may revise these Terms of Use at any time by updating this posting without notice to you. Such revisions are effective to you as a user of this Site immediately upon posting. You should visit this page periodically to review these Terms of Use, because they are binding on you. The terms "you" and "user" as used in this Agreement refer to all individuals and/or entities accessing this Site for any reason.

USER CONDUCT

As a user, you are responsible for your own communications and are responsible for the consequences of your postings. You must not do the following things, INTENTIONALLY OR OTHERWISE: post private, identifiable information in the free text areas of your profile or e-mail correspondence which are publicly viewable by users; use your real name or a variation of your name as your Online Name; post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner to do so; post material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others; post material that is considered by the Company, in its sole judgment, to be obscene, indecent, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image or statement; post advertisements or solicitations of business; post chain letters, multi-level marketing programs or pyramid schemes; or impersonate another person.

The Company does not represent or guarantee the truthfulness, accuracy, timeliness or reliability of communications posted by users and does not endorse any opinion that may be expressed by any user. You understand and agree that any reliance on material posted by other users will be at your own risk.

The Company does not regularly review the Site and assumes no obligation to do so, nor does it have the ability to screen postings or other communications in advance. You acknowledge and agree that the Company is not responsible or obligated to screen or monitor material posted by users, and will not be liable or responsible to any user for performance or non-performance of such activities. If notified by a user of any communication that allegedly does not conform to this Agreement, the Company may investigate the allegation and in its discretion may thereafter determine whether to remove

**EXHIBIT 3-B
TO DECLARATION OF
WILLIAM LIVINGSTON**

or request the removal of the communication. You acknowledge and agree that the Company reserves the right to expel users and prevent their further access to the Site for violating this agreement or any applicable law, and may remove communications which are considered to be, in the Company's sole judgment, unlawful, harmful, threatening, abusive, obscene, indecent, libelous, disruptive, hateful, infringing, or racially, ethnically or otherwise objectionable.

In submitting content to any public area of the Site, your content will be considered "Public Information" and will not be subject to the privacy protections afforded your Private Information, as defined in this Agreement. You also grant the Company, its affiliates, successors and assigns, the royalty-free, worldwide, perpetual, irrevocable, non-exclusive transferable right (including any moral rights) and license (with the right to grant sublicenses) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform or display such content (in whole or in part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, for so long as any rights exist in such content. You also warrant that the holder of any rights, including moral rights, in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license set forth in this Agreement. You also permit any user to access, display, view, store and reproduce such content for the user's personal use. Subject to all of the foregoing, the owner of such content placed on the Site retains any and all rights that may exist in such content.

ACCOUNT REGISTRATION AND PASSWORD

You agree and acknowledge that you are responsible for maintaining the confidentiality of your Information, as defined in this Agreement, and password created upon registration on the Site. You will be fully responsible for all uses of your registration and for any activity that occurs under your password or account, whether or not authorized by you. You agree to immediately notify the Company of any unauthorized use of your registration or password. The Company will investigate possible violations, and take whatever action, in its sole judgment, it deems appropriate.

NOTICE AND CONSENT TO ELECTRONIC COMMUNICATIONS

You agree and acknowledge that we may provide notifications to you by posting changes to this Agreement on the Site, by other notices posted on the Site, and by electronic communications directed to you using the e-mail contact information you provide with your user account registration information, and that any such notices and communications are effective upon posting or delivery.

ACCOUNT SUBSCRIPTION AUTO-RENEWAL; CANCELLATION

Your profile and free or paid subscription will remain active and will automatically renew for additional subscription periods (and additional subscription fees will be charged for paid subscriptions) until you choose to cancel your account through [help wizard]. Choose ["cancellation questions"] and you will be directed to sign into your account using the email address and the password you established when you created your account. You may also [send us an email] for assistance.

If you cancel your subscriber service term through the [help wizard] or through customer service, you may use your subscription until the end of your term or choose to deactivate your account immediately. Subscribers should keep in mind that ALL SALES ARE FINAL, for unused time. Once you cancel and upon expiration, your subscription will not be

renewed.

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Without the prior written permission of Cupid plc, you agree not to display, or to use in any manner, the Company's trademarks, including without limitation, this Site.

Notwithstanding any statement to the contrary in this Agreement, you will not use or attempt to use, and shall cause each other party under your control not to use or attempt to use, any engine, software, tool, agent or other device or mechanism including without limitation browsers, spiders, avatars or intelligent agents to navigate or search the Site other than (a) the search engine and search agents available from this Site on the Site and (b) generally available third party web browsers (e.g., Microsoft Explorer) or (c) a robot indexing the site for the purpose of adding content to a public search engine, as allowed by the robots.txt.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

FRINDR, together with its parent company Cupid plc, have in place procedures for handling claims that content displayed on any of the Group sites infringes a third party's copyright. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Cupid's Designated Agent specified in the Notice and Procedure for Making Claims of Copyright Infringement. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement

PRIVACY POLICY

When you register on the Site as a user, you will be asked to provide the Company with certain accurate and complete personal identifiable information including, without limitation,

a valid email address (your "Information"). This Information is subject to our privacy policy, which is incorporated by reference into this Agreement. For more information, see our full [\[privacy policy statement\]](#). You agree that the Company may save and archive any content of any nature posted to the Site, and that the Company may, without liability to any user, disclose such content if required to do so by law or to comply with legal processes; to respond to claims that any of the content violates the property, privacy, publicity or other rights of others; to protect the rights, property or safety of the Company, its employees, users and members of the public; or in assisting a criminal investigation by law enforcement officials. You acknowledge and agree that by registering and creating a member profile, you consent to the wider dissemination of the information you provide to other users of the Site anywhere in the world.

CONSENT TO USE OF COOKIES

By accessing and using the Site you authorize us to collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers, and you further authorize us to obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve the Site and to deliver a better and more personalised service. They enable us:

To estimate our audience size and usage pattern.

To store information about your preferences, and so allow us to customise the Site according to your individual interests.

To speed up your searches.

To recognise you when you return to the Site.

For further information about cookies visit: <http://www.aboutcookies.org>. You can set your browser not to accept cookies, and the www.aboutcookies.org site explains how to do that. However, in a few cases some of the features on our Site may not function as a result. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the Site and your access and use of the Site constitutes your authorization to do so.

MODIFICATION, SUSPENSION OR DISCONTINUANCE

The Company reserves the right at any time to modify or discontinue the service (or any part thereof) offered on the Site, on a temporary or permanent basis, with or without notice. You acknowledge and agree that the Company will not be liable to you or to any third party for any such modification, suspension or discontinuance of the service offered by the Site. Adjustments or refunds in any subscriber fees or charges will be made as deemed appropriate by the Company in good faith.

SECURITY

The Database is only to be accessed by Members of the Site. A Member is defined as one unique user with one unique password. If you are found to share passwords with any user, your account will immediately be terminated without notice and no refunds of any

subscription fees or charges paid to date will be provided. Violations of system or network security, including those set forth below in Specific Prohibited Uses, may result in civil or criminal liability. The Company will investigate possible violations of system or network security and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. The Company will also terminate the membership of any person that the Company believes, in its sole judgment, to have violated its security provisions.

SPECIFIC PROHIBITED USES

Adults (18 years and older) seeking to meet each other online may use the Site only for lawful purposes. The Company specifically prohibits any of the following uses of the Site, and you agree not to use the Site for any of such purposes:

1. Posting any incomplete, false, fraudulent or inaccurate biographical information or general information, which is not your own information, or impersonating any other person.
2. Posting a profile for any purpose other than to meet other individuals online.
3. Sending a message to a user for any reason other than to meet online.
4. Deleting or revising any content or material posted by any other person or entity.
5. Accessing data not intended for such user or logging into a server or account which the user is not authorized to access.
6. Attempting to probe, scan or test the vulnerability of the system or network or to breach the security or authentication measures of the Site without proper authorization.
7. Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "spamming", "mail bombing" or "crashing" or otherwise attempting to deny service to the Site or the server of any user.
8. Sending unsolicited messages, including promotions and/or advertising of products or services.
9. Posting chain letters, multi-level marketing programs or pyramid schemes.
10. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting for any reason.
11. Posting any obscene, indecent, defamatory, threatening, harassing, tortious, abusive, hateful content, or any content that is embarrassing to another user or any other person or entity.
12. Posting any sexually-explicit image or statement.

LIMITATION OF LIABILITY

The Material may contain technical inaccuracies, typographical errors, and out of date information, including users that may not remain active. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of the Site or the Material, and the Company makes no warranty that the Site will meet your requirements. You acknowledge and agree that the use of the Site and the Material is at your own risk. The Company reserves the right to make changes to the Site at any time.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any content or other material placed by you on the Site.

DISCLAIMERS

THE COMPANY DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. YOUR USE OF THE SITE IS UNDERTAKEN SOLELY AT YOUR DISCRETION AND OWN RISK. IF YOUR USE OF THE SITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS.

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NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY FOR THE COMPANY TO YOU FOR ALL CLAIMS ARISING FROM YOUR USE OR INABILITY TO USE OF ANY OF THE MATERIALS IS LIMITED TO ONE DOLLAR (\$1.00) USD.

LINKS TO OTHER WEBSITES

The Site contains links to third party websites and other resources. You acknowledge and agree that these links are provided solely as a convenience to you and not as an endorsement by the Company of the content, advertising or business practices (including the privacy policies) of such third-party websites. The Company does not make any

representations regarding the content, truthfulness or accuracy of any content or materials on such third-party websites. You also acknowledge and agree that the Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on the content, advertising or business practices of linked third-party sites. If you decide to access and use linked third-party websites, you agree that you do so at your own risk.

TERMINATION

The Company reserves the right, at its sole discretion, to terminate your registration at any time, delete any or all of your postings, or block access to the Site and/or any other service provided to you by the Company. The Company reserves the right to take such actions, with or without notice, and without any liability to the account holder or user. You acknowledge the Company's rights hereunder and agree not to assert any claims or take any action against the Company in the event that the Company exercises its rights hereunder. You can cancel this Agreement at any time after the confirmation of your subscription to any services by providing written notice to us at info@benauhty.com and your membership and subscription will be cancelled. If you cancel within seven (7) days following the confirmation of your registration you shall be entitled to a refund of prepaid fees, if any. No such refund shall apply for cancellations of accounts made out with this initial seven day period.

INDEMNITY

You agree to defend, indemnify, and hold harmless the Company, its sponsors, affiliates, successors and assigns, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of this agreement. The Company will attempt to provide notice to you promptly of any such claim, suit, or proceeding.

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The Company makes no claims that the Materials may be lawfully viewed or downloaded outside of the United Kingdom. Access to the Materials may not be legal by certain persons or in certain countries. If you access the Site from outside of the United Kingdom, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in a particular "Legal Notice," or Software License or material on particular web pages, this Agreement constitutes the entire agreement between you and the Company with respect to the use of Site. No changes to these Terms of Use shall be made except by a revised posting on this page, and no advice or other information provided by the Company or its representatives to any user in any manner which is not posted on this page will constitute any amendment of or change to this Agreement. This Agreement and other documents referred to herein, other than the copyright infringement claims procedures referred to above, are governed by English law, and any legal proceedings between you and the Company relating to this Agreement or otherwise relating to use of the Site shall be brought in a court of competent jurisdiction located in London, England, and your access and use of the Site constitutes your unconditional and irrevocable consent to personal jurisdiction and venue exclusively in said court.

The section titles in these Terms of Use are for convenience only and do not have any legal

or contractual effect.

REPORTING VIOLATIONS

Any party seeking to report any violations of the terms of this Agreement may contact us via e-mail: info@benauhty.com.

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